

1. Plaintiff Alexander Segovia resides in Chelsea, Massachusetts.
2. Defendant A&D Construction Service Corporation (A&D) is located at 181 Suffolk Avenue, Revere, MA.
3. Defendant Rosemary Ruiz (“Rosemary”) resides in Revere, MA and is the President of A&D.
4. Defendant Anael Ruiz (“Anael”) resides in Revere, MA and is the Vice President, Director, and is in charge of A&D.
5. The Plaintiff worked A&D from March 2014 until October 2018. He worked sixty hours per week and was not paid overtime for any hours worked.
6. When the Plaintiff was terminated, he was not paid for all amounts owed to him, including all his vacation time.

7. Prior to his termination, the Plaintiff had to take time off for illness. Instead of using his sick time, the Plaintiff's vacation time was used. As such, the Plaintiff was not paid for his sick time.

### **COUNT I**

#### **Violation of the Massachusetts Wage Act**

8. The Plaintiff realleges and reincorporates paragraphs 1-7 herein.
9. Defendants' conduct in failing to pay the Plaintiffs for all hours worked, as set forth above, violates M.G.L. c. 149, § 148. This claim is brought pursuant to M.G.L. c. 149, § 150.
10. The Plaintiff was not paid his vacation pay upon his termination and was not paid his sick time due.
11. Rosemary was the President of A&D and Anael is a responsible officer and person. As such, both are liable under the Massachusetts Wage Act.
12. Pursuant to the Massachusetts Wage Act, the Defendants are liable to the Plaintiff for the full amount of his regular and overtime pay, plus an additional equal double amount as liquidated damages, plus the costs and reasonable attorney's fees incurred by the Plaintiff in bringing this action.

### **COUNT II**

#### **OVERTIME VIOLATIONS**

13. The Plaintiff realleges and reincorporates paragraphs 1-12 herein.

14. Defendants' conduct in failing to pay the Plaintiff time-and-a-half for unpaid hours worked in excess of forty per week, as set forth above, violates M.G.L. c. 151, § 1A. This claim is brought pursuant to M.G.L. c. 151, § 1B.
15. As such, the Defendants are liable to the Plaintiff for the full amount of his overtime pay, plus an additional equal amount as liquidated damages, plus the costs and reasonable attorney's fees incurred by Plaintiff in bringing this action.

### **COUNT III**

#### **SICK TIME VIOLATIONS**

16. The Plaintiff realleges and reincorporates paragraphs 1-15 herein.
17. Defendants interfered with the Plaintiff's use of His earned sick time by their actions, which included but are not limited to, failing to allow him to use the time and taking his vacation time instead.
18. The Defendant's actions violated M.G.L. c. 149 § 148C and the Plaintiff suffered damages as a result.

### **JURY DEMAND**

Plaintiff hereby requests a trial by jury on all his claims.

WHEREFORE, Plaintiffs requests that this Court enter the following relief:

1. An award of damages for all wages, vacation pay, sick time, and overtime wages, that are due to the Plaintiffs under Counts I-III;
2. Statutory trebling of all wage-related damages;
3. Attorneys' fees and costs;

4. Pre- and post-judgment interest; and
5. Any other relief to which the named Plaintiff may be entitled.

Respectfully submitted,

The Plaintiff  
By his attorney,

Dated: 5/22/19

/s/ David Summer  
David B. Summer (BBO 634514)  
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**CERTIFICATE OF SERVICE**

I, David Summer, hereby certify that on May 22, 2019, I electronically filed the within document and that notice was sent to all parties via this Court's CM/ECF filing system.

/s/ David Summer